



**STONECREEK VILLAGE HOMEOWNERS
ASSOCIATION, INC.**

RULES AND REGULATIONS

May 2022

RULES AND REGULATIONS OF STONECREEK VILLAGE HOMEOWNERS ASSOCIATION, INC.

PREFACE

As you will know by now, Stonecreek Village is a Condominium Association. What makes it a Condominium is not the physical structure but the way in which owners share the ownership of the common and limited common areas of the property, while retaining individual ownership of the parts of the property which constitute their units. This joint ownership involves rights and responsibilities and, to be successful and harmonious, residents need to respect each other and follow the rules set forth. They are for the benefit of everyone and help maintain the property values.

Attached to these Rules and Regulations and incorporated into this document is a table (Attachment A) identifying homeowner and HOA responsibility in the event of day to day or catastrophic events that may occur from time to time.

Attachment A includes both insurable and non-insurable events from minor fixes to complete unit rebuilds and identifies who is responsible for the resolution (homeowner or HOA). Attachment A is the primary document outlining specific responsibilities in the community and as such supersedes any language contained within the Bylaws and Rules & Regulations.

The Board will utilize Attachment A in all cases to establish any or all financial responsibility arising from community concerns or requests or from any governmental requirements.

The Board of Directors of Stonecreek Village Patio Home Development (incorporated as Stonecreek Village Homeowners Association, Inc.), under authority conferred by both the Revised Declaration of Horizontal Property Unit Ownership for Stonecreek Village Patio Home Development Horizontal Property Regime (hereinafter referred to as The Declaration) and the Bylaws of Stonecreek Village Homeowners' Association, Inc. (Bylaws), hereby adopts the following Rules and Regulations.

**RULES AND REGULATIONS
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ARTICLE 1
INTRODUCTION

Section 1. Welcome

Welcome to the Stonecreek Village Patio Home Community. It is the wish of the Board of Directors that you find condominium living the most convenient form of home ownership.

These Rules and Regulations have been prepared to outline the policies and procedures that homeowners should follow as members of this organization.

The Board of Directors acts on behalf of all unit owners. It is the purpose of the Board of Directors, with the cooperation and support of all residents, to maintain, protect, and enhance the value of the Stonecreek Village Patio Home Community.

Section 2. Deferral to the Governing Documents

The Rules and Regulations are designed to familiarize residents with the legal definitions and guidelines established in the Association Declaration and Bylaws, and to further outline the policies and procedures by which all are expected to abide. Copies of those documents are distributed with this document, provided to all new residents, and can be obtained from the Board upon request.

Section 3. Amendments to the Rules and Regulations

The Board of Directors may amend the Rules and Regulations at any time. All unit owners will be notified of any changes to the Rules and Regulations 30 days prior to implementation, and copies of the revised documents will be delivered by electronic method prior to implementation. A copy will be delivered or mailed to those not having the capability to receive documents electronically.

Section 4. Document Disclaimer

In case of any conflict between these Rules and Regulations and the other documents or Indiana Law, the priority of application is the State Code, the Declaration, the Bylaws, and then the Rules, with Attachment A to these Rules being the authority on all maintenance matters.

ARTICLE 2

DEFINITIONS

Common Area: Any area outside of each condominium unit that is generally used by all residents such as lawns, streets, clubhouse, guest parking areas and the swimming pool

Good Standing: No more than (15) days delinquent in their monthly maintenance fee or any other amounts owed, such as special fees or assessments

Governing Documents or Covenants: The Declaration, the Bylaws, and the Rules and Regulations, in that priority order, with Attachment A to these Rules being what dictates whether a homeowner or the HOA is responsible for specific items

Limited Common Areas: Those common areas for the use of a particular unit to the exclusion of other units - these include condominium unit exteriors, driveways, shrubbery beds adjacent to a unit, front and side porches, and patios adjacent to a unit

Owner: Every person or entity recorded with the Clark County Clerk's office as the owner of a unit

Resident: Any person who resides in a unit

Unit: One of the four patio homes in each residential building

ARTICLE 3

PROPERTY MANAGEMENT

The Stonecreek Village (SCV) Homeowners' Association Board of Directors is a working Board that self manages the complex. It is responsible for overseeing the day-to-day operations of all association business as well as planning for future needs and expenses. The Board will hold meetings with owners throughout the year to address topics such as the annual election, financial condition, budget preparation and acceptance, committee reports, and other information pertinent to the management of SCV. Regular newsletters, emails, and telephone calls throughout the year will communicate additional community information.

HOA maintenance and repairs, as well as regular contributions to the Reserve Account, are covered through monthly maintenance fees and authorized by the Board.

If you have any suggestions or experience any issues with the common areas, particularly around your unit, please complete a Service Request form (located in the clubhouse) and place it under the office door. All requests must be submitted and approved by the Board prior to any work being performed. See Attachment A for Maintenance and Repair details.

Official correspondence with the Association should be mailed to: Stonecreek Village Homeowners Association, Board of Directors, 3500 Stonecreek Circle, Jeffersonville, IN 47130, or emailed to: stonecreek3500@att.net.

ARTICLE 4

OWNERS' RESPONSIBILITIES

Owners' Responsibilities

- A. Compliance with all provisions contained in the Declaration, Bylaws, and Rules and Regulations. Lack of awareness of these documents and their content is not an excuse for a violation of any of the governing documents.
- B. Ensure that all guests and non-owner residents comply with the Declaration, Bylaws, and Rules and Regulations.
- C. Obtain all required property and liability insurance as detailed in Article 6.
- D. Repairs of all property damage done to the Common or Limited Common Areas or facilities caused by the owner, non-unit owner resident, invitees, licensees, guests, family members, pets and vehicles. (A person(s) who enters the premises of another, by the owner's request of inducement, is considered an invitee. The one who invites has an obligation to maintain the property in a safe condition for any invitee. A licensee is one who is given permission or consent to enter a unit such as a repairperson, etc.)
- E. Compliance with the speed limit and other traffic signs
- F. Present a Service Request form to the Board, for their review and approval, for any maintenance required or changes requested to the Common or Limited Common Areas. Owners will be held financially responsible for any work completed by them or by a contractor that was hired by them but not first approved. The Board, at the unit owner's expense, may ultimately replace such work if it does not meet the standards of the community.

G. If listing your unit for sale, complete an “INTENT TO SELL HOME” form and provide a copy to the office and one to your real estate agent or buyer if sold by owner. This provides the agent/buyer with information necessary for proper coordination with the Association. Potential buyers should be made aware that units may only be leased or rented in extreme emergencies.

In addition, you are expected to pass your clubhouse and pool keys to the new owner.

H. Maintenance of the interior of the unit from drywall in, including exterior air conditioning units, garage and garage doors of the unit, including but not limited to general interior upkeep, such as: painting of the interior, windows inside and outside (including cleaning and glass breakage), maintenance of interior plumbing fixtures, appliances, smoke detectors, furnace, air conditioner, water heater, exterior screens and doors. See Attachment A for all maintenance and repair details.

ARTICLE 5

COMMITTEE INVOLVEMENT

All homeowners are encouraged to participate on one or more committees. Volunteering for committee work is crucial to the independent functioning of the Homeowners Association. With volunteers to perform some support functions, it allows the Association to use our maintenance fee income more effectively.

A Board Member will sit on each committee when possible and the Board will provide specific guidelines for committee responsibilities, when necessary.

ARTICLE 6

INSURANCE

Section 1. Homeowners Association Requirements

The Master Insurance Policy purchased by the Homeowners Association covers all items common to the building structures and roofs including the clubhouse, plus the pool and all the clubhouse furnishings and equipment. Also included with the Master Policy is Liability Coverage, Directors & Officers Insurance, Employee Dishonesty, and Workman’s Compensation coverage for contractors.

For a detailed list outlining building items covered by the Master Policy and those to be covered by the Individual Unit Owner policy in the event of a catastrophic event, refer to Attachment A.

Section 2. Unit Owners'/Residents' Responsibilities

Each Unit Owner is responsible to obtain a Condominium insurance policy (often identified as an HO6 policy) with the coverages under A & B (below) and would benefit from discussing other available optional condominium coverages with their agent.

Unit Owners are required to provide the HOA with a copy of the Declaration page of their insurance policy showing they have the required property and comprehensive personal liability insurance in effect. A new copy will need to be submitted at each renewal date or whenever a new policy is purchased. You can request your insurance agent mail a copy of the Declaration page to Stonecreek Village HOA, 3500 Stonecreek Circle, Jeffersonville, IN 47130, or email to stonecreek3500@att.net at each renewal. Failure to have such form on file will subject the Unit Owner to a possible penalty assessment as outlined in the Section of these Rules and Regulations pertaining to Penalties, Fines and Assessments (Article 12).

- A. The Unit owner is required to have a minimum of \$100,000 building/property insurance to cover all portions of the building not covered by, or outside the limits of, the Master Insurance Policy coverage. Each unit owner is solely responsible for loss or damage to covered building items, no matter the cause, unless another unit owner is liable for the loss. This coverage includes, but is not limited to: replacement, repairs, and maintenance to all floor, ceiling, and wall coverings, cabinets, plumbing and related fixtures, and owner improvements. While it is required that this dwelling insurance be at least \$100,000, based on the individual upgrades in your unit and costs of building materials, you should consider whether a higher amount is essential for your situation. Sharing Attachment A with your insurance agent can help assure you have adequate coverage if you seek their advice).
- B. The unit owner is also responsible for all personal property (contents) stored in the condo and elsewhere on the property, such as: electronics, furniture, wardrobe, appliances, window treatments, garage and attic contents, and outdoor furniture.
- C. The comprehensive personal liability insurance portion of the policy, which covers injury to persons and property damage due to the unit owner's negligence, and can include pet insurance, shall be no less than \$500,000. This coverage includes liability claims and lawsuits if someone is injured in your condominium and damage to someone else's property for which you are responsible. Note that

liability often covers your responsibility for libel, slander, and other bodily injury claims. Because liability claims can lead to lawsuits, it is important to evaluate your assets to determine the amount of coverage you need to protect yourself financially.

D. Optional Insurances

Unit owners are encouraged to review and discuss other types of optional condominium coverage with their agent. Several types are listed below:

- Loss of Use – covers alternate living arrangements when your unit is uninhabitable
- Loss Assessment – pays your share of an assessment charged against all unit owners by the association for certain kinds of losses where the Condo or Homeowners Association (HOA) would require you to pay for your share of damages that is either not covered under the building master policy, exceeds the existing coverage, or subsidizes the deductible.
- Earthquake Coverage – The HOA Earthquake coverage deductible is a percentage of the insured property value, meaning a significant expense would be incurred prior to coverage taking effect. This could result in assessments to all homeowners
- Sewer Backup/Flood Insurance

ARTICLE 7

COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas

- A. All common areas and elements of SCV shall be used only for their designated purpose.
- B. Nothing shall be done to or kept in the clubhouse or swimming pool area that would impair the structure or integrity of the structure.
- C. No signs, posters or bills may be placed or maintained in the complex, except for: If advertising your unit for sale, a “FOR SALE” sign can be displayed. The sign should be no larger than two (2) feet by three (3) feet in size. Indiana code allows a single political sign, no more than two (2) feet by two (2) feet and not more than ten (10) feet in front of the unit, to be displayed. The sign must not be placed more than thirty (30) days prior to the applicable election and must be removed within five (5) days after the vote.

- D. No refuse, trash or garbage of any kind shall be kept, thrown, or placed in any common areas.
- E. All homeowners should be respectful and avoid noxious or offensive activities in the common areas and facilities that could damage the facility or become disruptive to other residents. This includes setting off fireworks and the discharge of guns.
- F. No trees or plants may be removed or placed in these areas without written permission of the Board.

Section 2. **Limited Common Areas**

- A. No changes may be made to the exterior of a building, a driveway, an open side porch, a patio, or other part of the Limited Common Area without prior board approval.
- B. Homeowners are responsible for maintaining the landscaping in their mulched area. Trees and shrubs may be planted in or removed from the Limited Common Areas with Board approval of a Service Request. Small garden plants may be planted. Those wanting advice with replacing or planting can submit a Service Request and the Building and Grounds Committee will advise them.
- C. The street has been dedicated and snow removal will be provided by the city. Because some portions are shared, the HOA is responsible for driveways. Due to the size of the development, it is difficult to locate insured resources available. Focus is placed on hospitals, doctors' offices, government and shopping facilities. The majority of the time, the sun will melt the snow within a day or two, but those facilities need immediate access. If snow is deeper than 3-5", driveways will be cleaned as soon as someone adequately insured can be engaged. Until that can be arranged, please use extreme caution if you must go out.
- D. Any homeowner who wants the sidewalk to their front door cleaned is responsible for that and can hire someone to clean it.

Section 3. **Units**

- A. Owners may not paint, change the appearance of, or otherwise alter, any portion of a building except within the inside walls of their unit except, with Board approval, the front door may be painted one of a limited list of specific colors. The list of approved colors is available from the office.
- B. All units shall be used for single-family residence only and no units within the Project may be leased or rented except for those cases noted in the Declaration

- C. All occupants shall exercise caution regarding the volume of musical instruments, televisions, electronic equipment, or pets that may be a disturbance to other residents.
- D. Garbage cans shall not be put out sooner than the day before the pickup date and must be returned to the garage the evening of the pickup. Garbage cans and refuse are not to be kept outside of the unit's garage except during the hours mentioned above.

ARTICLE 8

DRIVEWAYS AND STREETS

PARKING AND PARKING AREAS

Section 1. Driveways and Streets

- A. All residents and guests shall comply with the 15-mph speed limit and all other traffic signs. All residents shall comply with all state and local traffic laws. While operating a motor vehicle, please be alert and aware of pedestrian traffic.
- B. All motor vehicles are restricted to the streets and driveways. No vehicles are allowed on any lawn. Heavy vehicles (i.e., dumpsters, motor homes) are restricted from the driveways.
- C. All residents are responsible for damage, either intentional or unintentional, caused by their vehicle or the vehicles of their guests.
- D. No go-carts are allowed in Stonecreek Village. Residents and guests should be alert and use extreme caution when walking or riding bicycles, scooters, or skateboards.
- E. Inoperative or unlicensed vehicles are allowed only in unit garages and must not be parked on the streets or in parking areas. Such vehicles will be considered abandoned and may be towed at the owner's expense seven days after notice is posted on the vehicle. Residents should avoid parking in guest parking spots.
- F. Repairs and oil changes of all vehicles must be done in the garage, not on the driveways or streets, in order to prevent an undesirable appearance and oil and other fluids from damaging the asphalt. Driveways should remain clear and free of garbage cans and other clutter.

Section 2. Parking and Parking Spaces

- A. No parking is allowed on the main roadway.
- B. All guests should park in the units' driveways or in one of the common parking areas. When parking cars in the units' driveways, please be considerate of neighbors. Do not block access or park in areas designated for backing or turning around.
- C. No buses, trucks with more than 2 axles, motor homes, trailers, boats, boat trailers, recreational or commercial vehicles of any kind shall remain in the parking areas or in driveways overnight.

ARTICLE 9

PETS

Section 1. Allowed Pets

- A. No more than two dogs and/or cats may be housed in any one unit at one time. No snakes, lizards, monkeys, or other exotic animals may be kept in any unit.
- B. All pets must be inoculated and licensed in accordance with local ordinances.
- C. All owners shall be responsible for preventing their pet(s) from excessive barking and threatening or aggressive behavior towards persons or other animals.
- D. Any situation where a pet causes repeated property damage or creates a nuisance, or an unreasonable disturbance shall be subject to fines (Article 12).
- E. Commercial breeding is not permitted in the Stonecreek Village Complex.
- F. Due to residents' safety concerns, the following aggressive breed dogs are not allowed in the SCV complex at any time to live or to visit: ROTTWEILERS, DOBERMAN PINCHERS, PIT BULLS, OR CHOWS. In addition, aggressive dogs of other breeds are not allowed.

Section 2. Control of Pets in Common and Limited Common Areas

- A. In accordance with the Jeffersonville City Ordinance, all pets must always be restrained on a hand-held leash when outside the residence.

- B. Property damage caused by pets' actions, such as digging at shrubs or urinating on lawns causing brown spots, will be the responsibility of the pet owner to repair or pay for the cost of repairs.
- C. Pet owners are required to **immediately** and **properly** dispose of the waste created by their pets.

Section 3. **Restricted Areas for Pets**

- A. No pets (except Service Animals) are allowed in the clubhouse or pool area at any time.
- B. Pets may not be staked, leashed, or tied on or to anything in the Limited Common or Common Areas.
- C. No doghouse, fencing, or other structure used as housing or restriction of movement of pets may be constructed, placed, or maintained on any part of the condominium property.

Section 4. **Penalties**

- A. Failure to follow these rules regarding pets will subject the Unit Owner to a possible penalty assessment as outlined in the Section of these Rules and Regulations pertaining to Penalties, Fines and Assessments (Article 12).

ARTICLE 10

CLUBHOUSE FACILITY/POOL

Section 1. **General**

- A. Any resident wanting exclusive use of the clubhouse must be a member in good standing and must complete the proper steps to reserve it.
- B. These facilities are limited to use by SCV residents and their guests. The resident host must accompany all guests.
- C. All children under the age of eighteen must be accompanied by an adult resident and are not allowed to use the exercise equipment at any time.

- D. Smoking is not allowed in the clubhouse. All smoking must be done outside, and all cigarettes and cigars must be disposed of properly. Do not throw the refuse on the ground, on the pool deck, or in the mulch.
- E. The SCV Association assumes no responsibility for lost or stolen articles. It is the responsibility of the resident and guests to properly secure their property.
- F. All appliances are for the use of the resident reserving the clubhouse and their guests. The appliances must be clean and empty when you leave. Clean garbage bags should be put in all trash containers and trash removed from the premises.
- G. When leaving the clubhouse, all doors must be locked and all lights, fans and appliances turned off. The thermostat must be returned to its original setting, if adjusted for the event.
- H. No unit owner or guests are allowed to sleep over in the clubhouse.
- I. Residents wishing to donate items for clubhouse use should obtain approval from the Board of Directors.
- J. Persistent misconduct or disregard for these rules may result in fines and/or privileges to the clubhouse being revoked.

Section 2. **Reservations**

- A. Reservations will be on a “first come – first served” basis. If the desired date is available on the calendar in the foyer, you may write your event on the calendar and submit your reservation.
- B. To be confirmed, reservations require a payment of fifty (\$50) dollars, along with the completion of a “Clubhouse Application and Rental Agreement” at the time the reservation is written on the calendar. The unit owner should make two checks payable to Stonecreek Village HOA, in the amount of \$25.00 each, and attach them to the rental agreement. The unit owner must submit a completed “Check-Off Sheet for Cleaning Clubhouse after Usage” form and leave it on the counter. After inspection by an official of the community, if the clubhouse is clean (including restrooms), and there is no damage, one of the checks will be deposited and the other shredded.
- C. Reserving the clubhouse does not include the pool and **POOL PARTIES ARE NOT PERMITTED.**

- D. Cancellation of a reservation without at least a 3-day notice will result in the forfeiture of your deposit.
- E. If a community-wide event has not been scheduled sixty (60) days prior to a holiday listed below, any unit owner may reserve the clubhouse by following the normal reservation process. The cost for reserving any of these dates will be \$100 rental fee and \$100 damage fee, regardless of what is stated on the rental agreement: New Year's Eve, New Year's Day, Super Bowl Sunday, Derby Day, Memorial Day, Fourth of July, Labor Day, Halloween, Thanksgiving Day, Christmas Eve, and Christmas Day.
- F. If any damage occurs to the clubhouse premises while in use for a private party, the cost to repair or replace the damaged item(s) may result in an assessment against the unit owner.
- G. Parking for the clubhouse is available in front of the clubhouse and in the guest parking areas. When reserving the clubhouse for private use, the unit owner renting the clubhouse must make special arrangements for guest parking if the number of guests is anticipated to exceed the number of common area parking spaces available. Parking on the roadway is not permitted.
- H. In the event of the death of a unit owner, the clubhouse may be used for a gathering of family and friends after the funeral. There will be no charge to the family.

Section 3. **Swimming Pool**

- A. The pool cannot be reserved for private parties, cannot be used to host pool parties, and is available to all homeowners during clubhouse events.
- B. **No person is permitted in the pool UNLESS accompanied by an adult unit owner.**
- C. All owners and guest(s) are to observe all posted rules for the use of the pool. **Anyone found not observing any pool rule may be asked to leave for the remainder of the day, including any guest(s), and persistent misconduct may result in fines and/or pool privileges permanently revoked.**
- D. Unit owners are requested to keep guests to a maximum of five (5).
- E. Proper swimwear is to be worn at all times. Diaper-aged children must wear appropriate swim diapers. Only special water shoes are permitted in the water but should not be worn to the pool.

- F. Service Animals are the only animals allowed in the pool area at any time.
- G. The clubhouse door from the pool area is to remain unlocked when someone is in the pool to allow access to the phone located in the clubhouse. If you are the last person leaving the pool area, be sure to turn off any lights and fans and lock all clubhouse and restroom doors and the pool gate.
- H. Use caution when entering the clubhouse or the restrooms. Be sure to dry off so you do not slip on the floors.
- I. There is **not to be any running or other type of horseplay in the pool area at any time.** If anyone is found to be running or engaging in any type of horseplay activity, they may be asked to leave for the remainder of the day.
- J. Any person exhibiting offensive or obnoxious behavior may be asked to leave the premises immediately. Persistent misconduct or disregard for these rules may result in privileges to the pool being revoked.

ARTICLE 11

ARCHITECTURAL MODIFICATIONS

LANDSCAPE MODIFICATIONS

Section 1. Overview

The Board of SCV has been charged with the responsibility of maintaining the aesthetic and architectural character and appearance of the property of the Stonecreek Village.

The Board must review all written requests for any changes to the exterior of the buildings or changes or improvements to the Common or Limited Common Areas. The purpose of this requirement is not to discourage improvements but to limit improvements to those that enhance the value of the property and conform to the overall appearance of the community. The Board will remain flexible in its actions; however, all requests for improvements will be evaluated based upon the following:

- A. The harmony of design and location in relation to surrounding units and landscaping design in the community
- B. The potential for the cost of future maintenance or expenditures that installation or changes might cause for the unit owner or the HOA

Section 2. Architectural Changes

- A. Any owner desiring to have any repairs to a unit's electrical, plumbing, heating or air conditioning systems requiring any changes to the exterior parts of the building must first request written approval from the Board prior to proceeding with the project.
- B. Any changes to the exterior of a unit must first be approved by the Board, with drawings of the changes to be made submitted with the request.
- C. Upon written notice from the Board, all unauthorized changes must be restored to the original condition and be approved by the Board. Failure to do so may require the Board to have it repaired or replaced at the owner's expense.

ARTICLE 12

FINES AND PENALTIES

Section 1. Overview

- A. The Board reminds unit owners and residents of their responsibility to be informed of the provisions contained in the Declaration, the Bylaws, and the Rules and Regulations and reminds unit owners and residents to be continuously aware of actions that might be dangerous or offensive to other residents.
- B. All Rules and Regulations of any kind must have consequences associated with them to be enforceable. The sections below pertain to fines and/or penalties to be applied for a unit owner's failure to comply with the documents mentioned above, or as outlined in the previous articles of these Rules and Regulations.
- C. Failure of the Board to insist upon strict compliance with the covenants contained in the aforementioned documents shall not constitute a waiver of the Board's right to act on any violation.

Section 2. Penalties and Notices for Late Payment of Assessments and Fees

- A. The monthly maintenance fee assessment is due on the first (1st) day of each month. Following a grace period, penalties for delinquent payment will be applied on the 16th day of each month the fees or assessments are not current.
- B. The amount of the delinquent penalty for each month is 10% of the total monthly fee overdue for each month.

- C. The unit owner is responsible for all charges incurred to collect delinquent assessments and fees including all postage and legal fees.
- D. Each unit owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Unit Owner constitutes more than one person, the liability of such persons shall be joint and several.

Section 3. **Non-Compliance of the Rules and Regulations**

- A. First Notice** – A warning letter may be sent to a unit owner listing the infraction and notice of an impending fine. The unit owner will have thirty (30) days to comply and correct the infraction or to answer the letter with a letter to the Board stating the reason why compliance should not be or cannot be done.
- B. Second Notice** – A second letter is sent after thirty (30) days if the violation has not been resolved. The owner is informed of a fifty (\$50) dollar fine being imposed at this time

C. Unit Owner is Further Informed:

1. On each subsequent 30-day period, penalties will be levied and increased in increments of \$50 (i.e., \$100 after 60 days, \$150 after 90 days, and so forth until the infraction is corrected, and the payment of all fines is made.) An example is – June 1, first letter sent, no fine. July 1, second letter with a \$50 fine assessed. August 1, \$100 fine assessed. September 1, a \$150 fine assessed and account is turned over to SCV attorney for compliance and collection of all outstanding fines.
2. Any legal costs incurred will be added to the amount owed.
3. A lien may be filed against the unit after the 90th day of non-compliance.
4. After ninety (90) days, the Association’s legal counsel may be notified by the Board to take appropriate legal action against the unit owner.
5. Any further correspondence after ninety (90) days may be from and to the Association’s legal counsel.

ARTICLE 13

LEASED OR RENTED UNITS

The Stonecreek Village Homeowners Association Board has determined that, in order to ensure the quality of living in the community, to preserve the integrity of the property, and to maintain the property values, it is necessary **to restrict the leasing or renting of any units of the complex except in extreme cases or situations of hardship as outlined in the Declaration.**

Responsibility Table – Routine Maintenance and Insurance Reconstruction

The purpose of this chart is to outline who is responsible for what items on a routine basis or in the case of a major reconstruction. Previous versions of documents or administrations that covered specific items do not entitle homeowners with current issues to be covered and anything previously funded by a homeowner at their expense, which is later covered by the HOA, does not entitle those homeowners to reimbursement.

#	Covered Component	Regular Maintenance and Repair		Rebuild or Major Reconstruction	
		HOA Responsibility	Unit Owner Responsibility	Covered by HOA Master Insurance	Covered by Unit Owner
1	Street and streetside sidewalk (maintained by city)	N/A	N/A	N/A	N/A
2	Streetlights (maintained by electric company)	Contact utility	Report issues	N/A	N/A
3	Clubhouse & furnishings, swimming pool, pool furniture, and deck	Maintain, repair	Clean after use, report any concerns	✓	N/A
4	Common Area grass, trees, berm	Maintain, replace	Report concerns	✓	N/A
5	Driveways, guest parking areas	Maintain	Report concerns	✓	N/A
6	Mailboxes	Repair, seek reimbursement from responsible party	Clean, report concerns	N/A	N/A
7	Limited Common Area trees, shrubs, plants (items in mulched area adjacent to the unit)	Provide regular trimming, weeding, mulching services	Maintain existing, and replace dead or unwanted items with board approval of new	✓ Basic landscaping	✓ Cost of any upgraded landscaping with board approval
8	Pest and animal control	N/A	Maintain	N/A	N/A
9	Sidewalks from driveways to front door	Repair/replace based on normal wear & tear	Clean, sweep, snow removal. Repair/replace damage caused by improper application of materials/use of tools on the sidewalk.	✓	N/A
10	a. Water lines, plumbing supply lines	Repair exterior water lines from meter to building	Repair interior water lines & all plumbing supply lines	✓	N/A
	b. Sewer lines	<ul style="list-style-type: none"> • Repair damaged lines in Common Area. • Cleanout of sewer lines if multiple units 	<ul style="list-style-type: none"> • Repair damaged lines inside and in Limited Common Area 	✓	N/A

ATTACHMENT A

#	Covered Component	Regular Maintenance and Repair		Rebuild or Major Reconstruction	
		HOA Responsibility	Unit Owner Responsibility	Covered by HOA Master Insurance	Covered by Unit Owner
		are affected, indicating tree root issue.	Cleanout of sewer lines if only one unit is affected.		
11	Concrete slab under living area (excluding side porches)	Repair slab if crack caused significant damage within the unit	Report concerns, repair damage to the unit (flooring, drywall, etc.)	✓	N/A
12	Concrete front porch, front columns, standard semicircular patio slab	Paint/repair columns, repair concrete	Clean columns, responsible for patio slabs modified at or after construction.	✓	✓ (if semicircular slab modified)
13	Open or enclosed side porch slab, open side columns	N/A	Maintain, repair	✓	N/A
14	Building structure (brick and trim), roofs, roof vents, firewalls, and chimney exterior, cover, cap	Maintain, repair (except damage caused by satellite dish or other roof attachments)	Repair roof damage caused by satellite dish or other roof attachments, report other concerns	✓	✓ Cost of any added items
15	Gutters, downspouts	Remove blockages, best effort to repair	Clean exterior, add downspouts, extenders if deemed necessary	✓	N/A
16	Sunroom enclosure (including separate HVAC system and drywall)	N/A	Maintain, repair	N/A	✓
17	Exterior doors, handles and locks, windows, shutters, garage door, opener, outside faucets	N/A	Maintain, repair	✓	N/A
18	Window screens	N/A	Maintain, repair	N/A	✓
19	Attic structure, attic flooring, insulation, pulldown stairs	N/A	Maintain	✓	N/A
20	Fireplace, basic insert, interior of chimney	N/A	Maintain, repair	✓	N/A
21	Air conditioning and furnace units, wiring, and ducts	N/A	Maintain, repair, replace	✓	N/A
22	a. Electric - Circuit breaker panels (including breakers), electrical wiring, and outlets	N/A	Maintain from meter, including any passing through adjacent unit	✓	N/A
	b. Gas lines	N/A	Maintain from meter, including any passing through adjacent unit.	✓	N/A

ATTACHMENT A

#	Covered Component	Regular Maintenance and Repair		Rebuild or Major Reconstruction	
		HOA Responsibility	Unit Owner Responsibility	Covered by HOA Master Insurance	Covered by Unit Owner
			Report suspected leaks		
	c. All utility venting within the walls and floors	Scheduled dryer vent cleaning only	Maintain all plus any dryer vent cleaning required between scheduled cleanings	✓	N/A
	d. Phone and Cable lines	N/A	Maintain from meter, including any passing through adjacent unit	N/A	✓
23	Exterior lighting (front porch, garage entrance, open side porch)	N/A	Maintain, repair, replace with comparable	✓	N/A
24	Interior lighting fixtures, interior door handles/knobs	N/A	Maintain, repair	N/A	✓
25	Water heater / softener	N/A	Maintain, repair, replace	N/A	✓
26	All interior walls, ceilings, doors, molding and subfloors, doorbell, smoke alarms	N/A	Maintain, repair, replace	✓	N/A
27	Interior wall, floor, and window coverings	N/A	Maintain, repair	N/A	✓
28	Cabinets, islands, vanities, countertops, shelving (closet, laundry room, and garage), custom garage floors and garage storage	N/A	Maintain	N/A	✓
29	Plumbing fixtures (tubs, showers, sinks, toilets)	N/A	Maintain	N/A	✓
30	All appliances, affixed and freestanding	N/A	Maintain	N/A	✓
31	All personal contents throughout Unit	N/A	Maintain	N/A	✓
32	Security systems, custom doorbells, custom exterior lighting (landscape/security), satellite dishes, carbon monoxide alarms, any other custom items added by current or previous unit owners	N/A	Maintain	N/A	✓
	Homeowner and HOA (with approval from their insurance providers) to agree upon a qualified contractor to rebuild the unit to existing specifications				